

# The Elba Clipper

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NEW OFFICERS OF THE Coffee County Hog Producers include: front row left to right - Curtis Wilkes, George Collier, Jr., Ray Sanders, L. B. McCall. Back row from left to right - N. D. Green, Jimmy Henderson, John Glen Lee and Wildon Bryan. Not pictured are L. R. McInnis, Rollin Day and Hubert Prestwood. President Wilkes thanked the members for their confidence in him and said "With the help of the other officers, I hope to carry on the outstanding work of outgoing president, Robert English."

## Phone Rates Increase?

The General Telephone Company of Alabama Wednesday filed an application with the Alabama Public Service Commission for increased rates in its 39 Alabama exchanges. The company said that the upward rate adjustments would be spread over almost all services offered by the company including basic exchange services and supplemental equipment.

Three major considerations which prompted the request for additional rates were (1) increased operating costs, including wages, materials and increased interest rates; (2) investment per telephone has been rising, depressing company's rate of return; (3) the need for additional capital investment. The proposed rate increase would increase Elba's rate by a two and one third for private lines and by two and two-thirds for four party lines. The one party resident line would go to \$8.25 and the four party resident would go to \$6.00. A one party business line will be \$15.50 under the proposed new rates.

In Enterprise and Andalusia, the rate for a one latter course in the belief party resident line would that it was the right way go to \$10.75 almost three times the present rate.

C. A. Swallows, Alabama General Manager, said our revenues are insufficient to cover the cost of all their exchanges in the state since buying the properties in 1961 despite huge capital expenditures in rebuilding and expanding telephone facilities in the acquired areas. "At the present time most of our expenditures in Alabama subscribers are paying rates based on the callier and extent of service experienced in 1956 when the last general rate increase granted United Telephone went into effect," he pointed out.

"We were," Swallows stated, "faced with a decision in the early days of rebuilding as to whether we should seek periodic rate relief as our earning declined under pressures of heavy expenditures, or forge ahead to that point where good conscience would say that we had made every effort to extend and enlarge our telephone facilities and equipment to meet the demands of our customers. We took the

## Extension Classes To Be Taught At Opp

An organization meeting for the spring term of classes at Troy State University's extension center in Opp was held in the Administration Building of MacArthur Technical Institute on Wednesday evening, February 28. Mr. Robert Paul, Director of Extension, has announced the following course offerings for the spring term: English 133 on Monday; Algebra 110 on Thursday; History 203 on Wednesday; Public Speaking 442 on Tuesday; Psychology 101 on Monday and Wednesday. Classes will begin on Monday, March 11 with the exception of English 133 which will meet on Monday, March 18 and Algebra 110 beginning on Thursday March 21.

All classes will be held in the Administration Building of MacArthur Technical Institute and will begin at 6:00 p.m. Mrs. Ann Smith, Registrar, has announced that registration will remain open for all classes for the next two weeks. Early registration is desirable and may be made in the Business Office of MacArthur Technical Institute.

## Red Cross Drive Launched In Elba This Week

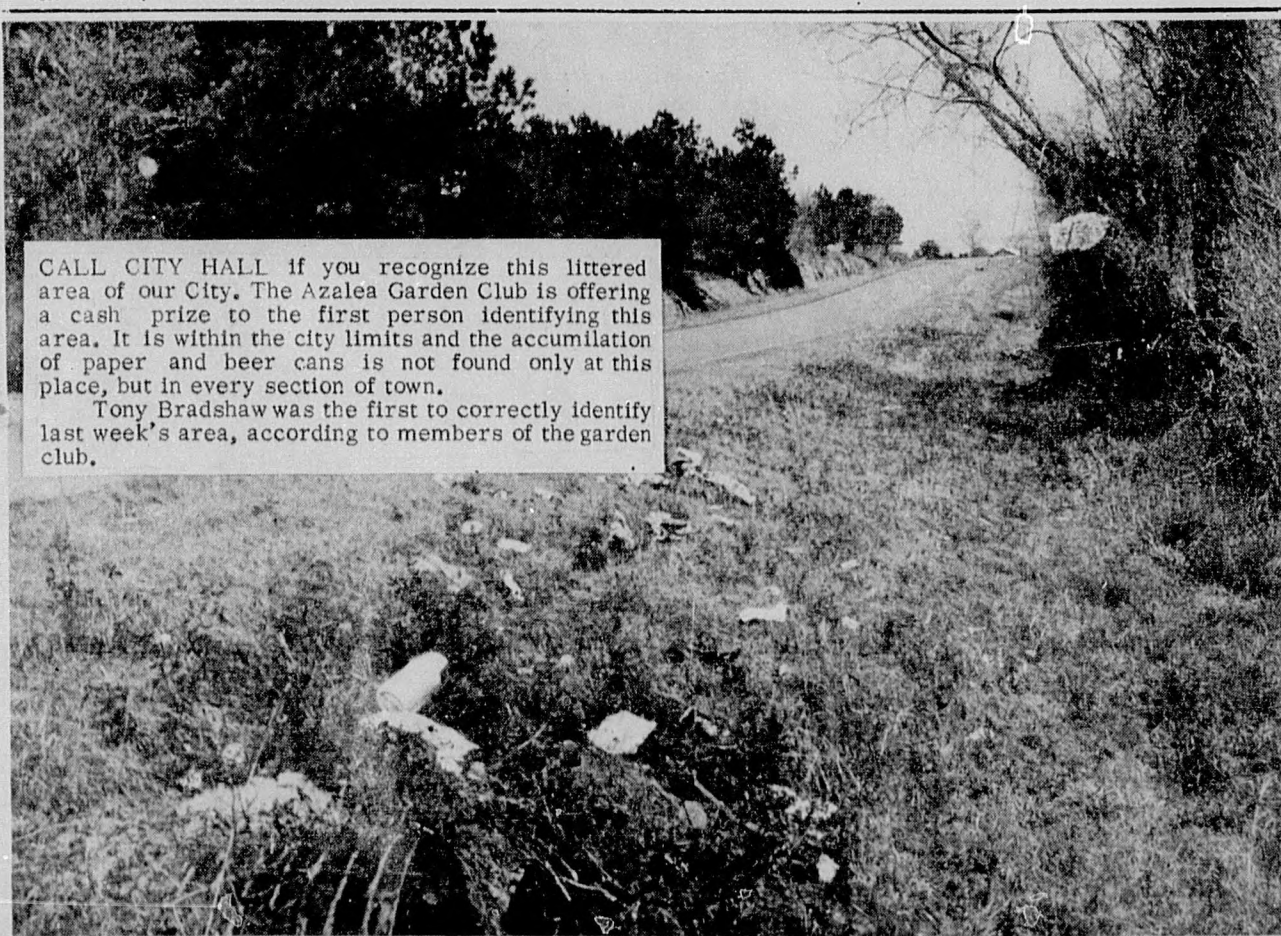
The Elba Red Cross Chapter has launched a fun drive to pump new life into the local chapter. This drive is necessary if Elba is to continue to have the benefits of the Red Cross, according to Drive Chairmen, Mrs. John Kimmy and Mrs. Bill Pierce. The chapter has set a \$2,800 goal to support the Blood Program and the services to local military personnel serving both stateside and in Vietnam. The Chapter members met at the Elba Country Club Monday morning and planned the Drive. They set March 15 as the deadline for completing the drive.

## City Council Meeting Held Monday Night

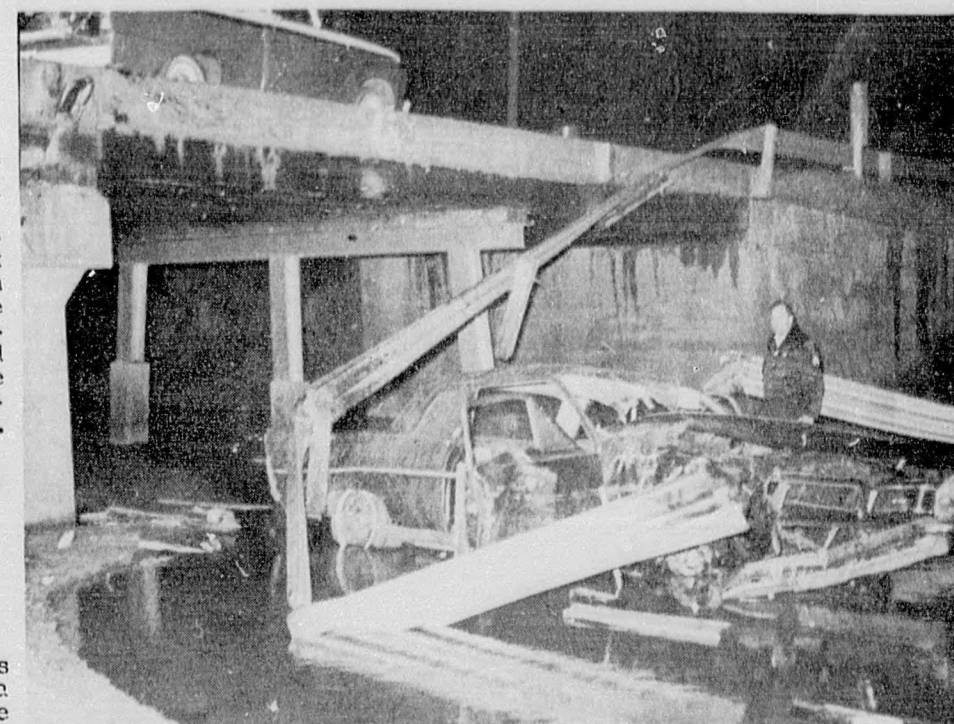
The Elba City Council held their regular meeting at the City Hall on Monday night. Among the items of business were discussion of future paving needs in the City of Elba. An engineer report on the cost of paving unpaved streets and resurfacing the present streets was discussed and recommended changes were made. The City expects to finance these improvements with the gasoline tax monies set aside for that purpose by the State of Alabama. These funds accumulate at the rate of \$1200 to \$1400 a month and can not be used for anything but street work.

## Kite Soars 3200 Feet On Tuesday

Two local youths, Steve Daniels and Keith Boswell, reported setting a new record for high kite flying Tuesday afternoon. It is not known the record will stand but the boys launched one 3200 feet high and the only way they knew there was a kite on the other end of the string was "it was there when we started."



CALL CITY HALL If you recognize this littered area of our City, The Azalea Garden Club is offering a cash prize to the first person identifying this area. It is within the city limits and the accumulation of paper and beer cans is not found only at this place, but in every section of town. Tony Bradshaw was the first to correctly identify last week's area, according to members of the garden club.



ONE CAR CRASH on the Kinston highway and within the city limits of Elba claimed the life of an Opp woman and seriously injured an Opp man, Sunday night shortly after eight o'clock. Their car, a late model Pontiac was traveling south when the driver, Thomas Crabtree, age 25, lost control in a curve and the car slammed into a bridge over Moore's Creek at a high rate of speed, according to investigating officers. The end of the bridge rail entered the car at the right headlights, and came out the left front window and the car plunged into the creek below. The motor was thrown from the car and landed under the bridge. Killed instantly was Mrs. Martha Berry, age 20 of Opp. She was employed at Nicolos Mills in Opp. She died from a head injury. Crabtree, an employee of Page Aircraft, was taken to the Elba General Hospital by the Elba Rescue Squad for emergency treatment and then rushed on to a Montgomery hospital in critical condition with extensive head injuries, multiple fractures of the arm and other injuries. Last reports reaching Elba indicate his chances of surviving are good. The bridge railing had to be cut with a cutting torch to enable the wreckage to be removed from the scene.

## Deadline Nears For 1968 Feed Grain Signup

Growers were reminded that March 15 is the last day for filing applications to take part in the 1968 feed grain program. Roy L. Ellis, Chairman, Agricultural Stabilization and Conservation County Committee, points out that only growers who sign up and then participate in the program will be eligible for price support and for diversion payments on 1968-crop corn and grain sorghum. In 1968, diversion payments will be available at 20 percent of the total support rate times the farm yield for the first 20 percent acreage diversion, and at the regular 45 percent payment rate on the remaining base acreage diverted to a conserving use. As in 1967, producers with corn - sorghum base acreages up to 125 acres will have the option of temporarily reducing this base down to 25 acres and being eligible for the small-farm provisions provided that no corn or grain sorghum is planted for harvest on the farm and the 25 acres are diverted to a conserving use. Price-support loan levels under the 1968 program will be available to program participants at a national average of \$1.05 per bushel for corn and a national average of \$1.61 per hundredweight for sorghum. Price-support payments will be 30 cents per bushel for corn and 29.68 per bushel for sorghum, based on the planted acreage up to one-half the farm base times the projected yields. If the grower wishes, he may request -- at the time he signs up -- an advance payment of up to one-half of the estimated diversion payment to be earned. Advances will not be made on price-support payments. The Chairman urges farmers who are interested in taking part in this year's feed grain program to call at the ASCS county office as soon as possible since there are only a few more working days left before the March 15 signup deadline, and signing up is a necessary first step in program participation. Through March 1st, 758 farms in the county had been signed up under the 1968 feed grain program, with intended diversion of about 18,130 acres. This includes the 20 percent diversion necessary to qualify for participation and the additional acreage diverted for payment. Nationally, through February 22, 1968, 880,352 farms had been signed up under the 1968 feed grain program for the diversion of 16,112,228 acres from production of corn and grain sorghum. The acreage signed up represents 18 percent of the base acreage of 33,500,505 acres on all signed farms; base acreage on the signed farms represents 29 percent of the total national corn - sorghum base acreage.

## 30 Gallon Garbage Cans Are The Limit

The city of Elba is publishing a legal notice this week limiting the size of garbage cans that will be emptied by city crews. The thirty gallon limit is not to be mean, but to keep the sanitation department employees from hurting their back with the heavy loads that can be packed into a 55 gallon oil drum. Also the notice states that a water tight lid must be on the can to keep the rain from collecting in the garbage and increasing the weight again.

## GOODMAN PTA PLANS BARBECUE TONIGHT

The P.T.A. of Goodman Junior High School is sponsoring a barbecue, Tuesday night, March 7, beginning at 5 o'clock in the afternoon. Everyone is urged to attend.



EYEGLASSES The Elba Lions Club has completed their drive to collect discarded eyeglasses for use in other countries where proper glasses would not otherwise be available. The Club collected over 200 pair of glasses in Elba according to drive chairman, John Wayland Sharpless, pictured here with the collection.

TORN PAGE

POOR ORIGINAL



## PUBLIC AUCTION

ARTHUR BOUTWELL ESTATE

The Westside Baptist Church is offering the following property for sale at public auction. The following real estate known as the Arthur Boutwell property:

- 1 - 6 ROOM FRAME HOUSE W/ 2 BATHS
- 1 - 4 ROOM BLOCK HOUSE
- 1 - 4 ROOM FRAME HOUSE

## THE FOLLOWING HOUSEHOLD FURNITURE:

One Victorian Living Room Suite-solid mahogany and large picture with wrought frame, gold finished.

One complete bedroom suite, mahogany. Poster Bed.

One light and pool-poster bed, springs, mattress, dresser, 2 straight chairs and two wall tables.

Dinette suite, deep freeze, electric washing machine, cedar chair, elec. fryer, 2 elec. percolators and a other kitchen utensils, 1 set 1847 Rogers silverware.

One nice walnut dining-room suite.

Lamps, tables and miscellaneous household relics.

The above property will be offered at public auction to the highest bidder on SATURDAY.

March 16th, 1968

at 10:00 A. M. at the Boutwell home on Adkinson St.

## For Information Contact

Mr. Curtis Fuller, Mr. Douglas Ellenburg or Mr. John Lowery, trustees.



LUCILE K. WOODHAM McRAE

LEAP YEAR DAY was a hum-dinger. It rained, sleeted, snowed and hailed. And the wind there for awhile was furious. Apparently the knew it would not be allowed back for four years and it was going to do something to call attention to the fact that February 29 was a special day.

ACCORDING to the report on fashion this week this last year for color covards, I sure was glad to see that and I told Mack that the next time I come out wearing that white

## FOR COMMISSIONER COFFEE COUNTY DISTRICT NO. 1

I wish to announce my candidacy for commissioner, District No. 1, Coffee County.

If I am elected your commissioner, I promise to serve the people of Coffee County as a whole and to the very best of ability, I earnestly solicit your vote and influence in my behalf. It is my sincere hope to see as many of the voters of Coffee County as possible.

J. ALBERT DYESS  
Route 1  
Elba, Ala.

## FOR COMMISSIONER COFFEE COUNTY DISTRICT NO. 1

I wish to announce my candidacy for election as Commissioner, District No. 1, Coffee County, subject to the Democratic Primaries of May 7 and June 3rd, 1968.

I pledge to you my honesty and efficient service as Commissioner.

Your vote and influence will be greatly appreciated.

dress with a yellow coat I'd like to say anything about it. Several weeks ago I got all dressed up for an occasion and he wanted to know if I didn't have another coat I could wear with that dress. And after I was so proud of myself and thought I was so dressed up, it ended I changed to another dress but I was mad all evening. He thought that yellow coat was "loud" and got me to thinking that it was, too. But I'm still going to wear that yellow coat even if I have to leave him at home.

THIS HAS BEEN a week of confusion at our house. We had stayed at my house Saturday night and Mack went home to get the Sunday papers after breakfast. I asked him to bring several things out of the freezer and we would have Sunday dinner at my place. The trip was to get the Sunday papers but he came back without them. As he drove up he realized he did not have them and he went back to get them. He brought them and we went back to the papers that he thought he had left on the doorstep. I wish you could have seen

him when he came back with an armload of papers that had him hid with the exception of his feet and from the eyes up. That was the biggest pile of papers I ever saw. He said they were scattered over an entire block from Highway 331 to past the house. Instead of putting the papers down on the steps he had laid them on top of the car while he went in the house to get the packages from the freezer and drove off with them still up there. They scattered in every direction and two sheets were together when he got back with them.

There was what looked like a million pieces of paper in all directions when he brought them in. He spent the next couple of hours sorting them out getting all the Birmingham News in a pile, the Advertiser and The Pensacola Journal together. I told him that I would have never let it be known I had done such a trick and would have stopped at the news stand and bought papers. I would have saved time and trouble of getting up papers from that

entire end of town. That was a mess, I can assure you.

RECENTLY MY sister, Libby, went to the hospital for minor surgery. She had told her doctor that if a private room was not available when she was to go she would get it or until she could get one. On the morning she was to go to the hospital during the afternoon she went to see if there would

be a private room she could get and since there was apparently only one she did what the hospital officials call "checked in."

She got everything ready and started back home to pick up her bag to return that afternoon. Instead they put her to bed and, she said, started punching holes in her, stealing her blood and about a dozen other routine things that must be necessary when you go to

the hospital whether you're sick or not. She told them she had to go back home and she found that to leave the hospital she had to "check out."

In her case she had to "check out" sign all kinds of papers and also have two witnesses that she was leaving the hospital. She has a lot of dry humor and she figured when she returned that afternoon they would start all that hole-punching and blood stealing again.

WHEREAS, the governing body of the City of Elba, Alabama, (hereinafter called the "Municipality"), has heretofore determined the necessity and advisability of constructing and operating a Sanitary Sewer System (hereinafter called the "System") to serve the Municipality and the area adjacent thereto; and WHEREAS, the Municipality has applied to the United States of America, acting by and through the Farmers Home Administration, United States Department of Agriculture (hereinafter called the "Government"), for a grant in the amount of \$346,210.00, under the provisions of Title 7, Sections 1926 et seq., U.S.C.A. (section 306 (a) of the Consolidated Farmers Home Administration Act of 1961, as amended - Public Law 89-240, 89th Congress), for the purpose of providing a portion of the cost of construction of said System; and

WHEREAS, the Municipality does not have the funds to construct said System and to provide the necessary funds to pay the cost thereof, over and above the amount of the grant hereinabove referred to, and to issue an Installment Revenue Bond in the amount of \$560,000.00 under the provisions of Title 37, Section 308 - 340, inclusive, Code of Alabama, Recompiled 1958, NOW, THEREFORE, BE IT ORDAINED by the Council of the Municipality (hereinafter called the "governing body") as follows:

SECTION 1. (a) That the System be constructed and equipped in accordance with the plans and specifications prepared by Dixie Engineers, Inc., Engineer, and (b) that it is necessary to defray a portion of the costs of construction and equipment of said System through obtaining a loan made by the United States of America (hereinafter called the "Government"), in accordance with applicable provisions of the Consolidated Farmers Home Administration Act of 1961, as amended, it being determined that the Municipality is unable to obtain sufficient credit elsewhere to finance the System, taking into consideration prevailing private and cooperative rates and terms currently available. It is estimated that the period of usefulness of the System will exceed 40 years.

SECTION 2. That the Municipality borrow \$560,000.00 and issue as evidence thereof an Installment Revenue Bond (hereinafter called the "Bond") in the form prescribed by the Farmers Home Administration for the full principal amount of the loan, The Bond shall be signed by the Mayor, attested by the Clerk, and the corporate seal of the Municipality affixed thereto. The Bond shall bear interest from its date, which shall be the date of delivery, at a rate not to exceed four percent (4%) per annum, the principal and interest to be paid in annual installments over a period not to exceed 40 years from the date of the Bond, the first installment to be due January 1, 1971. Each payment shall be applied first to the payment of the accrued interest and second to the payment of the principal. Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of the Municipality. Refunds and extra payments, as defined in the regulations of the Farmers Home Administration, according to the source of funds involved, shall, after payment of interest, be applied to the installments last to become due under the Bond and shall not affect the obligation of the Municipality to pay the remaining installments as scheduled in the Bond. The Bond shall be in substantially the following form:

United States of America, State of Alabama, County of Coffee, Town of Elba, Alabama, Installment Revenue Bond

KNOW ALL MEN BY THESE PRESENTS: That the City of Elba, Alabama, hereinafter called "Borrower", do hereby acknowledge, agree to and warrant and shall receive, promises to pay, from the revenue and in the manner hereinafter set forth, to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, hereinafter called the "Government", the principal sum of (\$560,000.00) Five Hundred, Sixty Thousand Dollars, plus interest on the unpaid principal balance at the rate of four percent (4%) per annum. The said principal and interest shall be payable in the installments on the following dates: January 1, 1971, and \$

annually thereafter on January 1, until the principal and interest are fully paid except that the final installment of the Bond and the amount thereof hereby, if not sooner paid, shall be due and payable forty (40) years from the date of this Bond. The consideration hereof shall support any agreement modifying the foregoing schedule of payments.

Every payment made on any indebtedness evidenced by this Bond shall be applied first to interest computed to the effective date of the payment and then to the principal. Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in the regulations of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied to the installments last to become due under this Bond and shall not affect the obligation of Borrower to pay the remaining installments as scheduled hereunder. Borrower will impose and collect such rates and charges for services rendered by the System that revenues will be sufficient at all times to provide for the payment of the cost of operation and maintenance of the System and the installments on the Bond hereby authorized and the maintenance of the several accounts herein created, and no customer of the System, individual, corporate, or municipal shall receive free service or any service without being charged the full rates prescribed in the rules and regulations of the Municipality.

Borrower hereby certifies that it is unable to obtain sufficient credit elsewhere to finance its actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near its community for loans for similar purposes and periods of time, and that the Bond does not constitute an indebtedness by such borrower within the State constitutional provision or statutory limitation.

If at any time it shall appear to the Government that Borrower may be able to obtain a loan from responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept such loan in sufficient amount to repay the Government.

This Bond shall be registered as to principal and

interest in the name of the United States of America in an appropriate book in the office of the Clerk of the Board of Commissioners of the Municipality, hereof by said Clerk and no transfer hereof shall be noted on the back hereof.

This Bond is given as evidence of a loan to Consolidated Farmers Home Administration Act of 1961, as amended, and shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the expressed provisions thereof.

Both the principal of and interest on this Bond shall be paid to the United States of America at an office of the Farmers Home Administration serving Coffee County, Alabama.

This Bond is issued for the purpose of defraying a portion of the cost of acquiring and constructing a sewer system, hereinafter called the "System", and acquiring the necessary property thereof, and is issued under the authority of Title 37, Sections 308-340, inclusive, Code of Alabama, Recompiled 1958, pursuant to an ordinance adopted by the Borrower on the day of \_\_\_\_\_, 19\_\_\_\_.

Principal of and interest on this Bond shall be paid by any and all State, County and Municipal and other taxation whatsoever under the laws of the State of Alabama.

This Bond is payable solely from the revenues derived from the operation of the System, a sufficient portion of which to pay the principal and interest on this Bond is exclusively pledged and shall be set aside as a special fund for that purpose.

Lien upon the System, including a Statutory Mortgage and extensions thereof, as authorized by Section 313, Title 37, Code of Alabama, Recompiled 1958.

IN WITNESS WHEREOF, The Council of Elba, Alabama, has caused this Bond to be signed by its Mayor and its corporate seal to be hereunto affixed and attested by its Clerk, this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

The City of Elba, Alabama

ATTEST: BY: Mayor

Clerk

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REGISTRATION

Date of Registration Name and address of Registered Owner of Registrar

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SECTION 3. Upon delivery to the Government, the Bond shall be registered as to principal and interest in the name of the United States of America in an appropriate book in the office of the Clerk of the Board of Commissioners of the Municipality, hereof by said Clerk and no transfer hereof shall be noted on the back hereof.

SECTION 4. The Bond hereby authorized, together with the interest thereon, shall be payable solely from the income and revenues derived from the operation of the System, a sufficient portion of which to pay such principal and interest, and as when the interest shall be paid to the Government, as such registered holder, at the office of the Farmers Home Administration serving Coffee County, Alabama, such registered holder, at the office of the Farmers Home Administration serving Coffee County, Alabama, shall be subject to redemption at any time at the option of the holder thereof at the option of such holder. The securities so purchased as an investment of funds shall be deemed at all times to be a part of the account from which the said investment was withdrawn and the interest accruing thereon and any other income thereon shall be credited to such account, and any loss resulting from such investment shall likewise be charged to said account. The Municipality shall not be liable for the payment of such principal and interest on the prevailing market any securities so purchased whenever it shall be necessary to do so in order to provide monies to meet any payment or transfer from such account. Investments made as herein provided may be, and at the Government's request will be, liquidated and the proceeds used for the prepayment of the installments, as provided in the Bond.

SECTION 7. The Municipality covenants and agrees that so long as the Bond hereby authorized remains unpaid:

(a) It will comply with applicable State Laws and Regulations and continually operate and maintain the System in good condition.

(b) It will impose and collect such rates and charges for services rendered by the System that revenues will be sufficient at all times to provide for the payment of the cost of operation and maintenance of the System and the installments on the Bond hereby authorized and the maintenance of the several accounts herein created, and no customer of the System, individual, corporate, or municipal shall receive free service, or any service without being charged the full rates prescribed in the rules and regulations of the Municipality.

(c) It will operate the System on a Fiscal year basis, to-wit: October 1 through September 30 of the following year.

(d) It will maintain complete books and records relating to the operation of the System and its financial affairs and will cause such books and records to be audited annually at the end of each fiscal year and an audit report prepared and will furnish the same to the Government.

(e) It will maintain such insurance coverage as may be required by the Farmers Home Administration.

(f) It will not borrow any money from any source or enter into any contract or agreement or incur any other liability in connection with the operation of the System, or make any extensions or enlargements of the System, or purchase any property, or otherwise, without obtaining the prior written consent of the Farmers Home Administration.

(g) It will maintain its corporate identity and existence and will not dispose of or transfer any title to the System or any part thereof, including lands and interest in lands, by sale, mortgage, lease, or otherwise, without obtaining the prior written consent of the Farmers Home Administration.

(h) In the event the Government shall make any advances for the payment of insurance premiums or transfers thereof, and placed in the Bond and interest Redemption Fund for payment of the annual installment of the Bond, a sum equal to or less than

1/12 (or such larger amounts as necessary) of the annual installment becoming due on the succeeding January 1.

If the Municipality for any reason shall fail to make such monthly transfer, then an amount equal to the deficiency shall be set apart and placed in the Bond and Interest Redemption Fund out of the gross revenues in the ensuing month or months, which amount shall be in addition to the regular monthly amount required during such succeeding month or months.

Whenever there shall accumulate in the Bond and Interest Redemption Fund amounts in excess of the requirements during the next twelve months for paying principal and interest on outstanding installments in excess of the requirements of the Operation and Maintenance Fund, the Debt Service Fund and the Replacement and Extension Fund hereinafter established, such excess may be used by the Municipality to make prepayments on the Bond, principal and interest on outstanding installments and placed in the Operation and Maintenance Fund. After the replacement required in (d) above, there shall be set aside and placed in the Operation and Maintenance Fund each month a sufficient portion of the income and revenue to pay the reasonable and necessary current expenses of operating and maintaining said System for the current month.

(3) Debt Service Fund. Out of the balance of income and revenue in the Gross Revenue Account remaining after the transfers required in (d) and (2) above have been made, there shall be set aside and placed in the Debt Service Fund the sum of \$200.00 each month until there is accumulated in the Debt Service Fund the sum of \$29,000.00, after which no further transfers need be made into said Fund except to replace withdrawals. The Debt Service Fund shall be used and disbursed only when necessary for the purpose of making payments of principal of and interest on the Bond hereby authorized, provided the amount in the Bond and Interest Redemption Fund is insufficient to meet such payments. When authorized hereon has not been issued and outstanding monthly transfer shall then be resumed until there is again accumulated the maximum amount of \$29,000.00, at which time such transfers shall be given discontinued.

(4) Replacement and Extension Fund. Out of the balance of income and revenue in the Gross Revenue Account remaining after the transfers required in (1), (2), and (3) above have been made, there shall be set aside and placed in the Replacement and Extension Fund the sum of \$100.00 each month until there is accumulated in the Replacement and Extension Fund the sum of \$15,000.00, after which no further transfers need be made into said Fund except to replace withdrawals. The Replacement and Extension Fund shall be used and disbursed only for the purpose of paying the cost of repairing or replacing damaged or deteriorated property, or for making improvements or extensions to the System. Whenever disbursements are made from said fund, monthly transfers shall then be resumed until there is again accumulated the maximum amount of \$15,000.00, at which time such transfers shall be again discontinued.

SECTION 6. Any money in the Construction Account not needed for the acquisition and construction of the System, or for the payment of the principal and interest on the Bond payable from the System revenues for the then current fiscal year, may be invested or re-invested by the Municipality in bills, notes, bonds, or other securities of the United States of America, which shall be subject to redemption at face value by the holder thereof at the option of such holder. The securities so purchased as an investment of funds shall be deemed at all times to be a part of the account from which the said investment was withdrawn and the interest accruing thereon and any other income thereon shall be credited to such account, and any loss resulting from such investment shall likewise be charged to said account. The Municipality shall not be liable for the payment of such principal and interest on the prevailing market any securities so purchased whenever it shall be necessary to do so in order to provide monies to meet any payment or transfer from such account. Investments made as herein provided may be, and at the Government's request will be, liquidated and the proceeds used for the prepayment of the installments, as provided in the Bond.

SECTION 7. The Municipality covenants and agrees that so long as the Bond hereby authorized remains unpaid:

(a) It will comply with applicable State Laws and Regulations and continually operate and maintain the System in good condition.

(b) It will impose and collect such rates and charges for services rendered by the System that revenues will be sufficient at all times to provide for the payment of the cost of operation and maintenance of the System and the installments on the Bond hereby authorized and the maintenance of the several accounts herein created, and no customer of the System, individual, corporate, or municipal shall receive free service, or any service without being charged the full rates prescribed in the rules and regulations of the Municipality.

(c) It will operate the System on a Fiscal year basis, to-wit: October 1 through September 30 of the following year.

(d) It will maintain complete books and records relating to the operation of the System and its financial affairs and will cause such books and records to be audited annually at the end of each fiscal year and an audit report prepared and will furnish the same to the Government.

(e) It will maintain such insurance coverage as may be required by the Farmers Home Administration.

(f) It will not borrow any money from any source or enter into any contract or agreement or incur any other liability in connection with the operation of the System, or make any extensions or enlargements of the System, or purchase any property, or otherwise, without obtaining the prior written consent of the Farmers Home Administration.

(g) It will maintain its corporate identity and existence and will not dispose of or transfer any title to the System or any part thereof, including lands and interest in lands, by sale, mortgage, lease, or otherwise, without obtaining the prior written consent of the Farmers Home Administration.

(h) In the event the Government shall make any advances for the payment of insurance premiums or transfers thereof, and placed in the Bond and interest Redemption Fund for payment of the annual installment of the Bond, a sum equal to or less than

1/12 (or such larger amounts as necessary) of the annual installment becoming due on the succeeding January 1.

If the Municipality for any reason shall fail to make such monthly transfer, then an amount equal to the deficiency shall be set apart and placed in the Bond and Interest Redemption Fund out of the gross revenues in the ensuing month or months, which amount shall be in addition to the regular monthly amount required during such succeeding month or months.

Whenever there shall accumulate in the Bond and Interest Redemption Fund amounts in excess of the requirements during the next twelve months for paying principal and interest on outstanding installments in excess of the requirements of the Operation and Maintenance Fund, the Debt Service Fund and the Replacement and Extension Fund hereinafter established, such excess may be used by the Municipality to make prepayments on the Bond, principal and interest on outstanding installments and placed in the Operation and Maintenance Fund. After the replacement required in (d) above, there shall be set aside and placed in the Operation and Maintenance Fund each month a sufficient portion of the income and revenue to pay the reasonable and necessary current expenses of operating and maintaining said System for the current month.

(3) Debt Service Fund. Out of the balance of income and revenue in the Gross Revenue Account remaining after the transfers required in (d) and (2) above have been made, there shall be set aside and placed in the Debt Service Fund the sum of \$200.00 each month until there is accumulated in the Debt Service Fund the sum of \$29,000.00, after which no further transfers need be made into said Fund except to replace withdrawals. The Debt Service Fund shall be used and disbursed only when necessary for the purpose of making payments of principal of and interest on the Bond hereby authorized, provided the amount in the Bond and Interest Redemption Fund is insufficient to meet such payments. When authorized hereon has not been issued and outstanding monthly transfer shall then be resumed until there is again accumulated the maximum amount of \$29,000.00, at which time such transfers shall be given discontinued.

(4) Replacement and Extension Fund. Out of the balance of income and revenue in the Gross Revenue Account remaining after the transfers required in (1), (2), and (3) above have been made, there shall be set aside and placed in the Replacement and Extension Fund the sum of \$100.00 each month until there is accumulated in the Replacement and Extension Fund the sum of \$15,000.00, after which no further transfers need be made into said Fund except to replace withdrawals. The Replacement and Extension Fund shall be used and disbursed only for the purpose of paying the cost of repairing or replacing damaged or deteriorated property, or for making improvements or extensions to the System. Whenever disbursements are made from said fund, monthly transfers shall then be resumed until there is again accumulated the maximum amount of \$15,000.00, at which time such transfers shall be again discontinued.

SECTION 6. Any money in the Construction Account not needed for the acquisition and construction of the System, or for the payment of the principal and interest on the Bond payable from the System revenues for the then current fiscal year, may be invested or re-invested by the Municipality in bills, notes, bonds, or other securities of the United States of America, which shall be subject to redemption at face value by the holder thereof at the option of such holder. The securities so purchased as an investment of funds shall be deemed at all times to be a part of the account from which the said investment was withdrawn and the interest accruing thereon and any other income thereon shall be credited to such account, and any loss resulting from such investment shall likewise be charged to said account. The Municipality shall not be liable for the payment of such principal and interest on the prevailing market any securities so purchased whenever it shall be necessary to do so in order to provide monies to meet any payment or transfer from such account. Investments made as herein provided may be, and at the Government's request will be, liquidated and the proceeds used for the prepayment of the installments, as provided in the Bond.

SECTION 7. The Municipality covenants and agrees that so long as the Bond hereby authorized remains unpaid:

(a) It will comply with applicable State Laws and Regulations and continually operate and maintain the System in good condition.

(b) It will impose and collect such rates and charges for services rendered by the System that revenues will be sufficient at all times to provide for the payment of the cost of operation and maintenance of the System and the installments on the Bond hereby authorized and the maintenance of the several accounts herein created, and no customer of the System, individual, corporate, or municipal shall receive free service, or any service without being charged the full rates prescribed in the rules and regulations of the Municipality.

(c) It will operate the System on a Fiscal year basis, to-wit: October 1 through September 30 of the following year.

(d) It will maintain complete books and records relating to the operation of the System and its financial affairs and will cause such books and records to be audited annually at the end of each fiscal year and an audit report prepared and will furnish the same to the Government.

(e) It will maintain such insurance coverage as may be required by the Farmers Home Administration.

(f) It will not borrow any money from any source or enter into any contract or agreement or incur any other liability in connection with the operation of the System, or make any extensions or enlargements of the System, or purchase any property, or otherwise, without obtaining the prior written consent of the Farmers Home Administration.

(g) It will maintain its corporate identity and existence and will not dispose of or transfer any title to the System or any part thereof, including lands and interest in lands, by sale, mortgage, lease, or otherwise, without obtaining the prior written consent of the Farmers Home Administration.

(h) In the event the Government shall make any advances for the payment of insurance premiums or transfers thereof, and placed in the Bond and interest Redemption Fund for payment of the annual installment of the Bond, a sum equal to or less than

1/12 (or such larger amounts as necessary) of the annual installment becoming due on the succeeding January 1.

If the Municipality for any reason shall fail to make such monthly transfer, then an amount equal to the deficiency shall be set apart and placed in the Bond and Interest Redemption Fund out of the gross revenues in the ensuing month or months, which amount shall be in addition to the regular monthly amount required during such succeeding month or months.

Whenever there shall accumulate in the Bond and Interest Redemption Fund amounts in excess of the requirements during the next twelve months for paying principal and interest on outstanding installments in excess of the requirements of the Operation and Maintenance Fund, the Debt Service Fund and the Replacement and Extension Fund hereinafter established, such excess may be used by the Municipality to make prepayments on the Bond, principal and interest on outstanding installments and placed in the Operation and Maintenance Fund. After the replacement required in (d) above, there shall be set aside and placed in the Operation and Maintenance Fund each month a sufficient portion of the income and revenue to pay the reasonable and necessary current expenses of operating and maintaining said System for the current month.

(3) Debt Service Fund. Out of the balance of income and revenue in the Gross Revenue Account remaining after the transfers required in (d) and (2) above have been made, there shall be set aside and placed in the Debt Service Fund the sum of \$200.00 each month until there is accumulated in the Debt Service Fund the sum of \$29,000.00, after which no further transfers need be made into said Fund except to replace withdrawals. The Debt Service Fund shall be used and disbursed only when necessary for the purpose of making payments of principal of and interest on the Bond hereby authorized, provided the amount in the Bond and Interest Redemption Fund is insufficient to meet such payments. When authorized hereon has not been issued and outstanding monthly transfer shall then be resumed until there is again accumulated the maximum amount of \$29,000.00, at which time such transfers shall be given discontinued.

(4) Replacement and Extension Fund. Out of the balance of income and revenue in the Gross Revenue Account remaining after the transfers required in (1), (2), and (3) above have been made, there shall be set aside and placed in the Replacement and Extension Fund the sum of \$100.00 each month until there is accumulated in the Replacement and Extension Fund the sum of \$15,000.00, after which no further transfers need be made into said Fund except to replace withdrawals. The Replacement and Extension Fund shall be used and disbursed only for the purpose of paying the cost of repairing or replacing damaged or deteriorated property, or for making improvements or extensions to the System. Whenever disbursements are made from said fund, monthly transfers shall then be resumed until there is again accumulated the maximum amount of \$15,000.00, at which time such transfers shall be again discontinued.

SECTION 6. Any money in the Construction Account not needed for the acquisition and construction of the System, or for the payment of the principal and interest on the Bond payable from the System revenues for the then current fiscal year, may be invested or re-invested by the Municipality in bills, notes, bonds, or other securities of the United States of America, which shall be subject to redemption at face value by the holder thereof at the option of such holder. The securities so purchased as an investment of funds shall be deemed at all times to be a part of the account from which the said investment was withdrawn and the interest accruing thereon and any other income thereon shall be credited to such account, and any loss resulting from such investment shall likewise be charged to said account. The Municipality shall not be liable for the payment of such principal and interest on the prevailing market any securities so purchased whenever it shall be necessary to do so in order to provide monies to meet any payment or transfer from such account. Investments made as herein provided may be, and at the Government's request will be, liquidated and the proceeds used for the prepayment of the installments, as provided in the Bond.

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(c) It will operate the System on a Fiscal year basis, to-wit: October 1 through September 30 of the following year.

(d) It will maintain complete books and records relating to the operation of the System and its financial affairs and will cause such books and records to be audited annually at the end of each fiscal year and an audit report prepared and will furnish the same to the Government.

(e) It will maintain such insurance coverage as may be required by the Farmers Home Administration.

(f) It will not borrow any money from any source or enter into any contract or agreement or incur any other liability in connection with the operation of the System, or make any extensions or enlargements of the System, or purchase any property, or otherwise, without obtaining the prior written consent of the Farmers Home Administration.

(g) It will maintain its corporate identity and existence and will not dispose of or transfer any title to the System or any part thereof, including lands and interest in lands, by sale, mortgage, lease, or otherwise, without obtaining the prior written consent of the Farmers Home Administration.

(h) In the event the Government shall make any advances for the payment of insurance premiums or transfers thereof, and placed in the Bond and interest Redemption Fund for payment of the annual installment of the Bond, a sum equal to or less than

1/12 (or such larger amounts as necessary) of the annual installment becoming due on the succeeding January 1.

If the Municipality for any reason shall fail to make such monthly transfer, then an amount equal to the deficiency shall be set apart and placed in the Bond and Interest Redemption Fund out of the gross revenues in the ensuing month or months, which amount shall be in addition to the regular monthly amount required during such succeeding month or months.

Whenever there shall accumulate in the Bond and Interest Redemption Fund amounts in excess of the requirements during the next twelve months for paying principal and interest on outstanding installments in excess of the requirements of the Operation and Maintenance Fund, the Debt Service Fund and the Replacement and Extension Fund hereinafter established, such excess may be used by the Municipality to make prepayments on the Bond, principal and interest on outstanding installments and placed in the Operation and Maintenance Fund. After the replacement required in (d) above, there shall be set aside and placed in the Operation and Maintenance Fund each month a sufficient portion of the income and revenue to pay the reasonable and necessary current expenses of operating and maintaining said System for the current month.

(3) Debt Service Fund. Out of the balance of income and revenue in the Gross Revenue Account remaining after the transfers required in (d) and (2) above have been made, there shall be set aside and placed in the Debt Service Fund the sum of \$200.00 each month until there is accumulated in the Debt Service Fund the sum of \$29,000.00, after which no further transfers need be made into said Fund except to replace withdrawals. The Debt Service Fund shall be used and disbursed only when necessary for the purpose







## LEGAL NOTICES

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELBA, ALABAMA, IMPOSING WATER AND SEWER FEES, PRO-MULATING RULES AND REGULATIONS IN CONNECTION WITH THE PROVIDING OF SERVICE OF SAME; PROVIDING FOR THE COLLECTION OF SAID FEES, AND RELATING MATTERS.

Harold Deal  
Clerk

## NOTICE OF INTENTION TO ISSUE REVENUE BOND

WHEREAS, the governing body of the City of Elba, Alabama, (hereinafter called the "Municipality"), has heretofore determined the necessity and advisability of constructing and operating a sanitary sewer system (hereinafter called the "System") to serve the Municipality and the area adjacent thereto; and

WHEREAS, the Municipality has applied to the United States of America, acting by and through the Farmers Home Administration, United States Department of Agriculture, (hereinafter called the "Government") for a grant in the amount of \$340,210.00 under the provisions of Title 7, sections 1926 et seq., U.S.C.A. (section 306 (a) of the Consolidated Farm Home Administration Act of 1961, as amended); Public Law 86-240, 86th Congress), for the purpose of providing a portion of the cost of construction of said system; and

WHEREAS, it is necessary to impose upon the Users of the City's Sanitary Sewer System fees for such services in order that the debt created by the City may be repaid; and

WHEREAS, it is economically feasible for the City Water and Electric Board to collect said fees and remit same to the City; and

WHEREAS, certain rules and regulations are necessary to govern the most efficient service possible to Users, NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELBA, ALABAMA, as follows:

SECTION ONE: That there is hereby imposed upon the Users of the Sanitary Sewerage a flat rate of \$2.50 per month for the Sanitary Sewerage Service.

SECTION TWO: The fees herein assessed are due on the first day of each month and if not paid on or before the 10th day of each month a penalty of \$1.00 in addition thereto will be assessed as penalty for late payment. Same to be paid to the Clerk of the City of Elba and deposited by him to the use and benefit of said City.

SECTION THREE: In the event of the failure of any User to pay said charges as per the foregoing schedule, and if same shall be delinquent for two (2) successive months the water service provided by said City shall be immediately terminated.

SECTION FOUR: Said services shall be provided by the City upon the application and payment of any person desiring same of a cash deposit in the amount of \$5.00 to guarantee payment for said services, which sum shall be returned upon termination of services if the User's bill shall be current, if not, so much of same shall be applied to the amount due from the User and the balance, if any, returned. Further, a tapping fee of \$50.00 is imposed upon each User of said sanitary sewerage system, and it will be the City's responsibility, when capacity will permit, to install and maintain service lines from the property served to the City service line.

I, Harold Deal, Clerk of the City of Elba, Alabama, hereby certify that the above and foregoing has

name of the Defendant Carol Snell Hargrove, and the said Carol Snell Hargrove has not joined in said appeal;

NOW, THEREFORE, you are notified to appear before the Supreme Court of Alabama at the time and place which the said appeal is returnable, next term, 1968, and unite in said appeal if you see proper to do so.

Witness my hand this 5th day of February, 1968.

Gladys Clark  
Clerk, Circuit Court of Coffee County, Alabama

2-22-2tc.

## ESTATE OF PAUL S. MARLER Deceased

PROBATE COURT

Letters of Administration of said deceased having been granted by the undersigned on the 23rd day of February 1968, by the Hon. J. O. English, Judge of the Probate Court of Coffee County, notice is hereby given that all persons having claims against said estate are hereby required to present the same within time allowed by law or the same will be barred.

J. O. English  
2-29-3tc.

STATE OF ALABAMA  
COUNTY OF COFFEE  
IN THE PROBATE COURT

IN THE MATTER OF THE ESTATE OF GERTRUDE PAGE OWEN, DECEASED  
In the Probate Court of Coffee County, Alabama, Elba Division

Letters Testametary under the last will and testament of said deceased having been granted to the undersigned on the 17th day of February, 1968, by the Hon. J. O. English, Judge of the Probate Court of Coffee County, notice is hereby given that all persons having claims against said estate will be required to present the same within the time allowed by law, or that the same will be barred.

Augustus Owen McCall  
Robert Henry McCall  
Executors  
2-22-4tc.

ESTATE OF E. D. BRAZELTON, Deceased  
PROBATE COURT, Elba Division

Letters Testametary on the Estate of said deceased having been granted to the undersigned on the 17th day of February, 1968, by the Hon. J. O. English, Judge of the Probate Court of Coffee County, notice is hereby given that all persons having claims against said estate are hereby required to present the same within time allowed by law or the same will be barred.

/s/ Anyce T. Brazelton  
2-22-3tc.

LINDA COX, a minor suing by her Father and Next Friend, C. B. Cox, Plaintiff

JACKIE W. TUCKER, a Minor over the age of fourteen years, and CAROL SNELL HARGROVE, Defendants

IN THE CIRCUIT COURT OF COFFEE COUNTY, ALABAMA, ELBA DIVISION AT LAW CASE NO. 1750

TO: CAROL SNELL HARGROVE, DEFENDANT - GREETING;

WHEREAS the Defendant Jackie W. Tucker has taken an appeal to the Supreme Court of Alabama from the judgment entered in this Court on 10-11-67, in favor of the Plaintiff against Jackie W. Tucker and Carol Snell Hargrove; and

WHEREAS said appeal has not been taken in the date for final settlement

as March 20, 1968. All claims should be filed in our office in Andalusia, Alabama, before the date set for final settlement.

Hooper & McDonald, Inc., Andalusia, Alabama 2-29-4tc.

AN ORDINANCE RESTRICTING AND PROHIBITING THE PARKING OF VEHICLES UPON DAVIS STREET, FACTORY AVENUE, COURT AVENUE, SIMMONS STREET, BU-FORD STREET, AND CLAXTON AVENUE, IN THE CITY OF ELBA, ALABAMA, PROVIDING FOR THE ENFORCEMENT OF SAME, AND PROVIDING PENALTIES FOR THE VIOLATION OF THIS ORDINANCE.

BE IT ORDAINED BY THE Mayor and Council of the City of Elba, Alabama, as follows:

Section 1. DEFINITIONS AND USE OF PHRASES:

The term "City," wherever used herein shall mean the City of Elba, Alabama.

The term "City Treasurer," wherever used herein shall mean the City Treasurer of the City.

The term "City Council," wherever used herein shall mean the Mayor and City Council of the City.

The term "driver," wherever used herein shall mean every person who drives or is in actual physical control of any vehicle.

The term "Vehicle," wherever used herein shall mean every device in, upon or by which any person or property is or may be transported or drawn upon a public street.

The term "Park," wherever used herein, means the standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading.

Section 2. That the parking of vehicles in front of business houses only, in or on the following streets and portions of streets in the City of Elba, Alabama, viz: Davis Street, from where same is intersected by Yelverton Avenue to where Davis Street is intersected by Claxton Avenue; Buford Street, from where same is intersected by Yelverton Avenue to where Davis Street is intersected by Claxton Avenue; Court Street, from where same is intersected by Davis Street to where Davis Street is intersected by Claxton Avenue; and Claxton Avenue, from where same is intersected by Davis Street to where Davis Street is intersected by Claxton Avenue; shall be prohibited.

Section 3. That the provisions of this Ordinance relating to parking in individual parking spaces shall not apply on Sundays and on legal holidays on which a majority of the business houses within the zone herein described are closed for business. Nor shall it apply on week days, excepting Saturdays, nor shall it apply between the hours of 8:00 o'clock p.m. and Midnight on Saturdays.

Section 4. That any person who violates the provisions of this Ordinance relating to parking in individual parking spaces or parking slot by parking a vehicle therein shall be guilty of an offense and upon conviction in the Mayor's Court shall be punished by a fine of not less than ONE DOLLAR (\$1.00) and not exceeding TWENTY FIVE AND NO/100 (\$25.00) DOLLARS, to be determined by the Mayor upon a trial for such offense.

Section 5. That it shall be the duty of the police officers of the City of Elba, Alabama, to regularly inspect or cause to be inspected all parking spaces on the streets of the City to insure the observance of the parking time limitations hereby imposed.

Section 6. That this Ordinance shall be published in one issue of the Elba Clipper, a Newspaper of general circulation, published at Elba, Alabama, and the same shall be effective on the 15th day of March, 1968, after the time it shall appear in said publication.

Section 7. That this Ordinance shall be published in one issue of the Elba Clipper, a Newspaper of general circulation, published at Elba, Alabama, and the same shall be effective on the 15th day of March, 1968, after the time it shall appear in said publication.

Section 8. That this Ordinance shall be published in one issue of the Elba Clipper, a Newspaper of general circulation, published at Elba, Alabama, and the same shall be effective on the 15th day of March, 1968, after the time it shall appear in said publication.

Section 9. That this Ordinance shall be published in one issue of the Elba Clipper, a Newspaper of general circulation, published at Elba, Alabama, and the same shall be effective on the 15th day of March, 1968, after the time it shall appear in said publication.

Section 10. That this Ordinance shall be published in one issue of the Elba Clipper, a Newspaper of general circulation, published at Elba, Alabama, and the same shall be effective on the 15th day of March, 1968, after the time it shall appear in said publication.

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Section 17. That this Ordinance shall be published in one issue of the Elba Clipper, a Newspaper of general circulation, published at Elba, Alabama, and the same shall be effective on the 15th day of March, 1968, after the time it shall appear in said publication.

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Section 29. That this Ordinance shall be published in one issue of the Elba Clipper, a Newspaper of general circulation, published at Elba, Alabama, and the same shall be effective on the 15th day of March, 1968, after the time it shall appear in said publication.

WHEREAS, it is deemed to be in the public interest that all residents with garbage service in the City of Elba have a garbage can, pail or container not in excess of thirty (30) gallons, in order that the removal by the Sanitation Department of said City may be facilitated and more efficient service provided, now, therefore,

BE IT ORDAINED BY the Mayor and Council of the City of Elba, Alabama, that all residents with garbage service in the City of Elba have a garbage can or container not in excess of thirty (30) gallons capacity, with a water tight lid.

BE IT FURTHER ORDAINED, that any person who violates the provisions of this Ordinance relating to garbage containers by placing into any container in excess of thirty (30) gallons any garbage trash or other residue, or who shall fail to maintain a water tight cover on such garbage container, shall be guilty of an offense and upon conviction in the Mayor's Court shall be punished by a fine of not less than ONE DOLLAR (\$1.00) and not exceeding TWENTY FIVE AND NO/100 (\$25.00) DOLLARS, to be determined by the Mayor upon a trial for such offense.

BE IT FURTHER ORDAINED, that any person who violates the provisions of this Ordinance relating to garbage containers by placing into any container in excess of thirty (30) gallons any garbage trash or other residue, or who shall fail to maintain a water tight cover on such garbage container, shall be guilty of an offense and upon conviction in the Mayor's Court shall be punished by a fine of not less than ONE DOLLAR (\$1.00) and not exceeding TWENTY FIVE AND NO/100 (\$25.00) DOLLARS, to be determined by the Mayor upon a trial for such offense.

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